

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

RETAIL ACCESS OPTIMIZATION INITIATIVE, 2011

Docket No. N2011-1

**ADDENDUM TO RESPONSE OF THE UNITED STATES POSTAL SERVICE
TO NNA INTERROGATORY NNA/USPS-T1-1
[ERRATUM]**

The United States Postal Service hereby amends its response to the above-listed interrogatory of the National Newspaper Association dated August 26, 2011. The original response, filed September 2, 2011, referenced attached documents relating to the contractual establishment of Village Post Offices (VPOs), but failed actually to supply them. Those attachments are accordingly attached hereto. The first attachment consists of a form solicitation. The second and third constitute contract alternatives; in the former the VPO purchases postage while in the latter the Postal Service supplies postage. The text of the response itself does not change.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno, Jr.
Chief Counsel, Global Business

Kenneth N. Hollies
Michael T. Tidwell

475 L'Enfant Plaza West, S.W.
Washington, D.C. 20260-1137
(202) 268-2998; Fax -5402
September 6, 2011

Solicitation/Offer/Award for Firm-Fixed Price (Flat Fee)
Village Post Office Contract

*****FOR OFFICIAL USE ONLY*****			
1. Contract No.		2. Request No	3. Solicitation No.
4a. For Information Call: Name XXXXXXXXXX Purchasing and Supply Management Specialist	4b. Telephone No. 303-743-1266	4c. Fax No. 303-743-1211	4d. e-Mail XXXXXXXXXX
5. Issued By Customer Products and Fulfillment CMC US Postal Services – CPAC 3300 S Parker Rd., Ste. 601 Aurora CO 80014-3535	6. Soc/Ec Code	7. UNSPC	8. Admin Office Finance No.
10. Supplier (Name and Mailing Address) Individual or Company Name: _____ DBA (if applicable) _____ Address/P.O. Box: _____ _____ City, State, Zip+4: _____ Contact Name: _____ Telephone No.: _____ Fax No.: _____ e-Mail Address: _____		9. VPO Unit ID	
12a. Taxpayer Identification No. (TIN) or Social Security No. (SSN)		11. VPO Physical Location VPO Physical Address: _____ _____ City, State, Zip+4: _____ Contact Name: _____ Telephone No: _____ Fax No: _____ eMail Address: _____ Proposed VPO Site Name: _____	
13a. COR Administrative Office Name		12b. Parent TIN (if applicable)	
13b. COR Office Address and Phone number			

14. General Description of Requirement

- a) The supplier must provide dedicated space, services and equipment in compliance with the terms and conditions of this contract and all attachments hereto.
- b) The supplier must provide the postal goods and services specified herein in accordance with the provisions of the Domestic Mail Manual (DMM) and International Mail Manual (IMM) concerning those goods and services, including its mailing rates and service fees. The supplier may not impose a surcharge for services provided, or increase or decrease the rates and fees established in the DMM or IMM.
- c) The supplier must comply with all Postal policies and procedures.
- d) The supplier must comply with Transportation Security and Hazardous Materials Acceptance and Handling Policies

15. Compensation – The supplier agrees to operate a Village Post Office under the terms and conditions herein for the fixed annual price or flat fee of \$_____ (USPS will insert price at time of award).

16a. The supplier is required to sign this document and return to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional pages.

16b. Signature of Person Authorized to Sign

17a. Signature of Contracting Officer

16c. Printed Name and Title of Person Authorized to Sign

17b. Printed Name of Contracting Officer

Date Signed

Date Signed

Note: The supplier agrees that if this proposal is accepted by the Postal Service within ninety (90) calendar days from the solicitation return date, a binding contract will result. The supplier must set forth full, accurate and complete information as required by this document. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

PART 1 – VILLAGE POST OFFICE

1.1 VILLAGE POST OFFICE OPERATION

The supplier agrees to operate a Village Post Office (VPO) in a facility operated by the supplier, at a supplier-owned or leased site, under contract with the Postal Service to provide specified Postal Services and supplies to the public, according to the terms and conditions established herein. Days and hours of operation will be coordinated with the designated postal official listed in Attachment 1, who will serve as the Postal Service point of contact with the supplier. A copy of the notice of appointment defining this official's authority will be furnished to the supplier upon award of the contract. The contract will be for an indefinite term, subject to the termination provisions specified herein. The supplier agrees to provide the services set forth in Attachment 1, Requirements. The property required for the operation of this VPO is identified in Attachment 1.

The supplier agrees to operate a Village Post Office (VPO) under the terms and conditions established herein for an annual rate or flat fee of \$ _____. **(Supplier insert offer in the space provided).**

1.2 ACKNOWLEDGMENT OF AMENDMENTS

The Postal Service reserves the right to make amendments to the solicitation. Supplier shall receive notice of any amendments and will be asked to acknowledge receipt of amendments.

PART 2 – SOLICITATION PROVISIONS

2.1 PROVISION 4-1 STANDARD SOLICITATION PROVISIONS

a. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in the solicitation.

At a minimum, offers must submit the following information:

- 1) Page 1, Item 10, individual or company name, dba, mailing address, city, state, zip and contact name.
- 2) Page 1, Item 11, physical address of VPO, telephone number, fax number and email address
***** *DO NOT USE A POST OFFICE BOX ADDRESS FOR THE PHYSICAL ADDRESS* *****
- 3) Page 1, Item 13a12a, Taxpayer identification number (TIN) or Social Security Number (SSN). The TIN is the supplier's tax identification number used on the U.S. Treasury Form 941, *Employer's Quarterly Federal Tax Return*.
- 4) Page 1, Item 12b, Parent Company's TIN (if applicable)
- 5) Page 1, Item 16b, Signature of Person Authorized to Sign, and Item 16c, Printed Name and Title of Person Authorized to Sign.
- 6) Provide all other information requested in Part 2 – Solicitation Provisions of this solicitation.
- 7) Provide all the information requested in Attachment 2 – VPO – Supplier Business Proposal and Information.

b. **Business Disagreements.** Business disagreements may be lodged with the Supplier Dispute Resolution Official (SDRO) if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at www.gpoaccess.gov/ecfr). The SDRO will consider the disagreement only if it is lodged in accordance with the time limits and procedures prescribed in 39 CFR Section 601. SDRO decisions are available for review at <http://www.usps.com>.

c. **Late Offers.** Offers or modifications to offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interest of the Postal Service.

d. **Type of Contract.** The Postal Service plans to award a **Firm-Fixed Price** (flat fee) contract, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

e. **Contract Award.** The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a technical and price (flat annual rate or fee) standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service, accept other than the lowest offer, and/or waive informalities and minor irregularities in offers received.

2.2 PROVISION 4-2 EVALUATION

a. **General.** The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. Supplier specific factors shown under item one (1) below will be evaluated on a pass or fail basis. Offerors whose supplier-specific evaluation factors are found acceptable will have their proposal-specific factors evaluated. Proposal-specific factors shown under item two (2) below will be evaluated according to the criteria (performance evaluation factors), to include handicapped accessibility. Proposals which do not propose facilities that are handicapped accessible, or which do not demonstrate to the Postal Service's

satisfaction how the facility will meet the applicable accessibility standards before service begins, will not be evaluated further. Failure to provide any of the information requested in Attachment 2 of this solicitation may disqualify your proposal from consideration. The performance evaluation factors (proposal-specific and supplier-specific factors), when combined, are considered to be ☐ **more important**, ☐ **less important**, ☐ **as important** as price. The following performance evaluation factors will be used in the evaluation of offers:

- (1) **Supplier-Specific Factors – Pass or Fail Basis (See Attachment 2)**
 - (a) Past performance
 - (b) Capability
- (2) **Proposal-Specific Factors (See Attachment 2)**
 - (a) Characteristics of the Supplier's Retail Facility
 - (i) Location
 - (ii) Current Business Volume
 - (iii) Physical Characteristics (including accessibility to the handicapped)
 - (iv) Parking and Public Transportation (including handicapped parking)
 - (b) Characteristics of the Proposed VPO Facility within the Supplier's Retail Facility
 - (c) Staffing

- b. **Notice of Award.** The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

2.3 PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (MARCH 2006)

a. **Type of Business Organization.**

The offeror, by checking the applicable blocks, represents that it:

- (1) **Operates as:**
 - ☐ a corporation incorporated under the laws of the state of _____;
 - ☐ an individual;
 - ☐ a partnership;
 - ☐ a joint venture;
 - ☐ a limited liability company;
 - ☐ a nonprofit organization; or
 - ☐ an educational institution; and
- (2) **Is** (check all that apply)
 - ☐ a small business concern;
 - ☐ a minority business (indicate minority below):
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American
 - ☐ Asian American:
 - ☐ a woman-owned business; or
 - ☐ none of the above entities.
- (3) **Small Business Concern.** A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.
- (4) **Minority Business.** A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchea (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)
- (5) **Woman-owned Business.** A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- (6) **Educational or Other Nonprofit Organization.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

b. Parent Company and Taxpayer Identification Number.

- (1) A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
- (2) Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941. **Offeror's TIN:** _____
- (3) **Check this block if the offeror is owned or controlled by a parent company:** ☐
- (4) **If the block above is checked, provide the following information about the parent company:**
Parent Company's Name: _____
Parent Company's Main Office: _____
Address: _____
No. and Street: _____
City: _____ State: _____ Zip Code: _____
Parent Company's TIN: _____
- (5) If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:
Name of Common Parent _____
Common Parent's TIN _____

c. Certificate of Independent Price Determination.

- (1) By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization:
 - (a) The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
 - (b) Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
 - (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- (2) Each person signing this proposal certifies that:
 - (a) He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
 - (b) He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.
- (3) Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

d. Certification of Nonsegregated Facilities.

- (1) By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
- (2) As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- (2) The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

Notice: A certification of non segregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

e. **Certification Regarding Debarment, Proposed Debarment, and Other Matters**

(This certification must be completed with respect to any offer with a value of \$100,000 or more.) (The Postal Service estimates that the total cost of this contract may exceed \$100,000 over the life of the contract. Therefore, offerors must complete, in its entirety, numbers 1 and 2 below.)

(1) **The offeror certifies, to the best of its knowledge and belief, that it or any of its principals**

- (a) **Are ___ are not ___** presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
 - (b) **Have ___ have not ___**, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (c) **Are ___ are not ___** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
 - (d) **Have ___ have not ___** within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
 - (e) **Are ___ are not ___** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
- (2) The offeror **has ___ has not ___**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
- (3) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- (4) The offeror **must** provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability. The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.
- (6) Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (7) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
- (8) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the Contracting Officer may terminate the contract resulting from this solicitation for default.

f. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf>. If checked, the following provision(s) is incorporated in this solicitation by reference:

- (1) ☐ Provision 1-2, Domestic Source Certificate – Supplies (March 2006)
- (2) ☐ Provision 1-3, Domestic Source Certificate – Construction Materials (March 2006)
- (3) ☒ Provision 9-1, Equal Opportunity Affirmative Action Program (March 2006)
- (4) ☐ Provision 9-2, Pre-award Equal Opportunity Compliance Review (March 2006)
- (5) ☐ Provision 9-3, Notice of Requirements for Equal Opportunity Affirmative Action (March 2006)

2.4 CERTIFICATION OF STATUTORY COMPLIANCE

The supplier (**check applicable box**) certifies that the business location within which it proposes to operate the Village Post Office (VPO) ☐ **is, or by the time service begins** ☐ **will be**, in compliance with all applicable Federal, state, and municipal laws, codes and regulations. With respect to handicapped accessibility, offerors must propose facilities that are handicapped accessible, pursuant to the applicable standards, or must set forth plans demonstrating how a non-accessible facility will meet the applicable accessibility standards prior to the start of service. ..

2.5 DETERMINATION OF MINIMUM OR NON-MINIMUM RATE SUPPLIER (To be completed by supplier)

- a. Is the offeror an individual, ☐ **Yes**, ☐ **No**? If "Yes," continue.
- b. Will the offeror personally operate the VPO more than 50% of the time, ☐ **Yes**, ☐ **No**? If "Yes," continue.
- c. Will the VPO be operated in a facility devoted exclusively to VPO service, ☐ **Yes**, ☐ **No**? If "No," continue.
- d. Identify the other commercial activity to be conducted at the VPO site:

- e. Will the VPO's revenues exceed the other commercial activity's revenues (VPO revenue is gross revenues received by the Village Post Office from its customers, less all credits, allowances and refunds allowed or granted to customers and less also the face or principal amount of all money orders issued by the VPO, and excluding amounts received from the supplier itself, or from persons or entities controlling, controlled by, or under common control with the supplier), ☐ **Yes**, ☐ **No**?

If questions a, b, and c are all "Yes", or questions a, b, and e are "Yes," this is a minimum rate offer to which the clause at 3.22 and the other minimum rate provisions of this solicitation apply.

PART 3 – CONTRACT CLAUSES

3.1 CLAUSE 4-1 GENERAL TERMS AND CONDITIONS

- a. **Assignment.** If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with: (1) the Postal Service; (2) the office, if any, designated to make the payment, and the Postal Service has acknowledged the assignment in writing; (3) the surety or sureties upon any bond and (4) assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.
- b. **Changes**
 - (1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:
 - (a) Statement of work or description of services;
 - (2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.
 - (3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.
 - (4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon – but not after final payment under this contract – if the contracting officer decides that the facts justify such action.
 - (5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see Clause 4.2.a.1). Nothing in that clause excuses the supplier from proceeding with the contract as changed.

- c. **Patent Indemnity.** The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.
- d. **Payment.** The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. All payments will be made using Electronics Funds Transfer (EFT) to the supplier's servicing financial institution. Payment is made automatically, in arrears, by the St. Louis Accounting Service Center in twelve (12) equal monthly installments. Seasonal contracts will be paid in arrears, for each full month or partial month of service. Public Service Contracts are paid once annually, in arrears, after the contract anniversary date or on the contract termination date. Payment will be made within thirty (30) days after the end of the performance period.
- e. **Taxes.** The Postal Service will not withhold any Social Security, Federal, State or local taxes from any payments made under this contract. The Postal Service bears no responsibility for making the supplier's required payment of these taxes.
- f. **Other Compliance Requirements.** The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- g. **Order of Precedence.** Any inconsistencies in this contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this contract, including any license agreements for computer software; (5) other paragraphs of this clause; (6) other documents, exhibits, and attachments, and (8) the specifications.
- h. **Shipping.** The supplier must deliver goods that meet the prescribed physical limitations of the current USPS Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.
- i. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf>.
The following clauses are incorporated in this contract by reference:
(1) B-1, Definitions (March 2006); (2) B-15, Notice of Delay (March 2006); (3) B-16, Suspensions and Delays (March 2006)
(4) B-19, Excusable Delays (March 2006); (5) B-30, Permits and Responsibilities (March 2006)

3.2 **CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (July 2009)**

- a. Incorporation by Reference
 - (1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf>. The following clauses are incorporated in this contract by reference:
 - (1) Clause 1-5, *Gratuities or Gifts* (March 2006)
 - (2) Clause B-9, *Claims and Disputes* (March 2006)
 - (3) Clause B-25, *Advertising of Contract Awards* (March 2006)
 - (4) Clause 9-1, *Convict Labor* (March 2006)
 - (5) Clause 9-5, *Contract Work Hours and Safety Standards Act — Safety Standards* (March 2006)
 - (2) **If checked**, the following additional clauses are also incorporated in this contract by reference:
 - (1) ☒ Clause 1-1, *Privacy Protection* (July 2007) (1.6.6)
 - (2) ☐ Clause 1-6, *Contingent Fees* (March 2006)
 - (3) ☐ Clause 1-9, *Preference for Domestic Supplies* (March 2006)
 - (4) ☐ Clause 1-10, *Preference for Domestic Construction Materials* (March 2006)
 - (5) ☐ Clause 3-1, *Small, Minority, and Woman-owned Business Subcontracting Requirements* (March 2006)
 - (6) ☒ Clause 3-2, *Participation of Small, Minority, and Woman-owned Businesses* (March 2006)
 - (7) ☐ Clause 9-2, *Contract Work Hours and Safety Standards Act — Overtime Compensation* (March 2006)
 - (8) ☐ Clause 9-3, *Davis-Bacon Act* (March 2006)
 - (9) ☐ Clause 9-6, *Walsh-Healey Public Contracts Act* (March 2006)
 - (10) ☒ Clause 9-7, *Equal Opportunity* (March 2006)
 - (11) ☐ Clause 9-10, *Service Contract Act* (March 2006)
 - (12) ☐ Clause 9-11, *Service Contract Act – Short Form* (March 2006)
 - (13) ☐ Clause 9-12, *Fair Labor Standards Acts and Services Contract Act — Price Adjustments* (February 2010)
 - (14) ☒ Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)
 - (15) ☒ Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (February 2010)

b. Examination of Records.

- (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
- (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.

c. Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:

- (1) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

d. Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

- (1) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
- (2) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.
- (3) Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part to the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at 1/800-304-3107.

3.3 CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (March 2006)

The contracting officer will appoint a contracting officer's representative (COR), responsible for the day-to-day administration of the contract, who will serve as the Postal Service point of contact with the supplier on all routine matters. A copy of the notice of appointment defining the COR's authority will be furnished to the supplier upon award of contract.

COR will provide the supplier with the Domestic Mail Manual (DMM), International Mail Manual (IMM), Pub 52 Hazardous, Restricted, and Perishable Mail, Zip Code Directory, etc.. Supplier will also be provided training in Transportation Security and HAZMAT safety concerns. (See attached COR Appointment Letter for further information)

3.4 APPEARANCE, LOCATION AND SECURITY

The VPO area, as well as the interior and exterior of the supplier's premises, must be kept clean, neat, uncluttered and in good repair. Windows must be clean and unobstructed. Facility identification and logo will be appropriately placed, visible and in good condition. Lighting must be adequate and properly maintained. Counters must be attractively organized to facilitate customer transactions. Signs (Hours of Operation and Collection Times, etc.) and promotional displays must be current and appropriate for the season. Trash receptacles must be available and clean. The VPO must not be located in or directly connected to a room where intoxicating beverages are sold for consumption on the premises. When the VPO is closed or unattended, the round dater, mail and all other accountable postal equipment must be kept in a secure location.

3.5 VILLAGE POST OFFICE IDENTITY

- a. The VPO shall be known as the UNITED STATES VILLAGE POST OFFICE.
- b. Subject to the terms of this contract, USPS grants to the supplier a non-exclusive, non-transferable and terminable license to use USPS Trademarks, including the marks Post Office, Village Post Office, United States Post Office, Postal Service, United States Postal Service, United States Post Office Contract Unit and the Eagle Logo on the signs provided to the supplier by the Postal Service and in any USPS -approved advertising in the manner specified by USPS.
- c. The Postal Service, at its own expense, will provide all exterior and interior signage for the purpose of identifying the location as a VPO. The supplier, at its own expense, is responsible for obtaining needed permits (if any) and installing the signs in mutually agreed upon locations on the exterior and interior of the VPO location. The signs must be maintained in good repair, at supplier expense, for the duration of the contract. The signs may not be modified or moved without the prior written approval of the contracting officer. Upon termination of the contract, the supplier, at its own expense, is responsible for removing the signs, disposing of them as directed by the contracting officer, and restoring the location to its original condition.
- d. Except as specified in this paragraph, the supplier is not authorized to include the name, POST OFFICE, in its corporate name, trade name or business name. The supplier is not authorized to use any USPS trademarks or logos, including the mark Post Office or Postal Service or any other USPS trademarks, in any other manner without the prior approval of the Postal Service.
- e. The supplier acknowledges that USPS Trademarks, including but not limited to the marks Post Office, United States Post Office, Postal Service, Village Post Office, United States Postal Service and the Eagle Logo are trademarks owned solely and exclusively by USPS and agrees to use USPS trademarks only in the form and manner (with appropriate legends) prescribed by USPS. The supplier agrees not to use any other trademark or service mark in connection with any USPS Trademarks without prior written approval of USPS. The supplier agrees to mark all advertising and other uses of USPS Trademarks with a legend indicating that USPS Trademarks are the property of USPS and that they are being used under license from USPS, together with any other legends

3.6 LIABILITY

The supplier assumes the risk of, and will be responsible for, any loss of or damage to Postal Service moneys and property, except when the supplier can show that (1) the supplier complied with all of the security requirements contained in this contract and the losses occurred despite that compliance; and (2) that the losses did not result from the acts or omissions of the supplier or its personnel.

3.7 TRAINING

Customer service, product knowledge and equipment training modules are required and will be provided to the supplier's personnel by the Postal Service. Prior to or within 30 days of beginning work, supplier personnel who will be providing VPO services will receive up to two (2) hours of UPSP-provided training. The Postal Service will provide the supplier a training schedule no later than 15 days prior to the Operation Date (See Attachment 1 - Requirements). The supplier must notify the COR within one (1) business day whenever a person is retained to work in the VPO or provide services related thereto, requesting that initial training be provided to that person. In addition, the Postal Service may require the supplier's personnel to complete four (4) hours of training per year in each year subsequent to the year of their initial training. The supplier will be solely responsible for salary and benefits of its personnel who attend the required training. If approved by the Contracting Officer, the required training may be provided by the supplier's USPS certified trainer.

3.8 ADVERTISING

Upon commencement of Village Post Office operations, the Postal Service may provide initial advertising to market the Village Post Office, at no cost to the supplier, as well as appropriate camera-ready USPS logo art work for use in advertising initiated and paid for by the supplier. Any supplier sponsored VPO advertising which incorporates the USPS logo must be furnished to the Postal Service for its review and written approval at least 30 days before its publication deadline. The USPS logo is a Postal Service trademark and cannot be altered.

3.9 NEW SERVICES, PRODUCTS AND TECHNOLOGY

During the term of this contract, the contracting officer may, in accordance with the *Changes* clause, add or remove postal services to be provided under this contract. In the event new services are ordered, the Postal Service, at its own expense, will provide the supplier with additional training and, if necessary, the equipment or technology needed to provide the new service.

3.10 TRANSPORTATION SECURITY

Transportation security policy covers all mail. The VPO supplier must ensure that all employees are aware of all current Postal Service transportation mail security requirements, procedures and instructions. Compliance with these instructions is mandatory. The Transportation Security Anonymous Mail Standard Operating Procedures are restricted information and must not be provided to or discussed with persons other than USPS, US Postal Inspection Service, or VPO employees or authorized contractors.

3.11 PERFORMANCE REVIEWS

- a. Contract performance reviews may be held periodically to promote continuous quality improvement and improve the business relationship. All aspects of contract performance will be discussed during these reviews.
- b. Any changes to this contract as a result of the performance review will be incorporated by a bilateral modification or a bilateral written agreement between the COR and the supplier.

3.12 INSPECTION OF VILLAGE POST OFFICE

The Postal Service reserves the right, without prior notice, to conduct audits and customer surveys and to review and inspect the supplier's performance and the quality of service at any time during the operating hours of the Village Post Office. A written report will be submitted to the supplier for corrective action, if necessary.

3.13 CHANGES IN SUPPLIER'S LEASE AND/OR BUSINESS OPERATIONS

If the supplier is leasing this space, the supplier certifies that the supplier's lease authorizes the supplier to perform alterations to the premises and that services to be performed under the contract do not violate the supplier's lease contract. In addition, the supplier must notify the Postal Service, in writing of the following, within the time frames shown below:

- a. Within five (5) days after notification from the owner of the leased building in which the Village Post Office is located of the owner's intent to cancel the lease or not to renew the lease. The contracting officer may terminate the contract if the supplier cannot relocate to a location that serves the needs of the Postal Service, as determined in the Postal Service's sole discretion.
- b. At least one hundred twenty (120) days before the supplier closes, sells, or relocates a business it operates in conjunction with the Village Post Office.

3.14 TRANSFER OF CONTRACT

- a. The supplier may not transfer (assign to another party) this contract, any interest in it, or any claims based on it -- except under the circumstances described in b. below. If the supplier does so, the Postal Service may, at any time after notifying the supplier in writing, terminate the contract and use any other rights and remedies it has by law.
- b. **Exceptions**
 - (1) The Postal Service may permit a novation at its sole discretion if all of the supplier's assets, or all those involved in fulfilling the contract, are transferred.
 - (2) Payments owed the supplier may be transferred to a bank, trust company or other financial institution, including any Federal lending agency, if all amounts payable are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties who are involved in the financing).
- c. **For any transfer to be valid, the supplier must give the Postal Service written notice with the transfer paper attached and obtain approval from the Postal Service in writing.** Copies of the notice and attachments must be filed with: the Postal Service; the surety or sureties on any Village Post Office bond and the Postal Service, if any that has been designated to make payment.

3.15 MINIMUM RATE

Minimum rate suppliers must receive not less than the prevailing Federal minimum wage for work performed. The annual price proposed by a minimum rate offer must, when divided by the annual operating hours, provide the supplier at least the prevailing Federal minimum wage. If it does not, the offer may be rejected.

3.16 REQUEST FOR PRICE ADJUSTMENT

- a. After the supplier has had the contract for at least two full years, and thereafter, two years since the last price increase was effective, the supplier may request an increase in the contract's annual price. The written request must provide a detailed explanation, with supporting documentation, to justify the increase based on either or both of the following reasons:
 - (1) Direct cost increases for rent, utilities, taxes and labor. (If the VPO is operated in conjunction with another business, the increased costs must be prorated and only those costs associated with the operation of the VPO will be considered.)
 - (2) Increased benefit to the Postal Service. The benefit may derive from increased real revenue (not from fee or rate increases), increased transactions, or other improvements (must be specific).
- b. The request must be submitted to the contracting officer's representative (COR) for submission to the contracting officer.
- c. The contracting officer may accept the request, deny the request, or negotiate with the supplier to reach agreement on a new annual price. If the request is denied or no agreement is reached, the supplier may continue at the same annual price or the contract may be terminated by either party in accordance with Termination on Notice clause. If the request is accepted or agreement is reached on another amount, the supplier must waive its right to terminate the contract on notice for one year beginning from the effective date of the new price.

3.17 CONTRACTS BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES (VILLAGE POST OFFICE)

- a. Generally, the Postal Service does not enter into contracts with its employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Immediate family" means spouse, minor child or children, and individuals related to the employee by blood who are residents of the employee's household. Postal Service employees and their immediate family may not be involved in the administrations or operations of a Village Post Office (VPO).
- b. All supplier personnel assigned to the Village Post Office must be professionally attired and wear name tags. All personnel must project a professional image of the Postal Service at all times while operating the VPO.
- c. The contracting officer may require removal of an employee from the VPO operations if, in the opinion of the Postal Service the employee cannot do the work or fails to comply with applicable standards of conduct.

3.18 TERMINATION ON NOTICE

This contract may be terminated by either party upon **thirty (30) days' written notice**. In the event of such termination, neither party will be liable for any costs, except for payment in accordance with the payment provisions of the contract for actual services rendered prior to the effective date of the termination. When required to protect the Postal Service's interests, the contracting officer may terminate the contract upon one day's written notice.

3.19 CLAUSE B-39: INDEMNIFICATION (MARCH 2006)

The supplier must save harmless and indemnify the Postal Service and its officers agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.

3.20 POSTAL SERVICE PROPERTY

- a. Upon delivery to the supplier of Postal Service property, the supplier assumes the risk and responsibility for its loss or damage. The supplier shall assume all responsibility and liability for all Postal Service furnished property. USPS and supplier will be responsible for property maintenance as detailed in Part VI of Attachment 1 --Requirements.
- b. Upon the completion or sooner termination of this contract, the supplier must prepare for return Postal Service property not consumed in performing this contract or previously delivered to the Postal Service, as directed or authorized by the contracting officer. The COR or USPS Retail Specialist will coordinate the return of said property, as described in paragraphs "c" and "d" below.
- c. If the VPO offers Post Office box service, the COR will coordinate the pickup of the Post Office boxes with the Supplier.
- d. The VPO coordinates return of all displays and signage with the COR (including the round date stamp) and any other items listed and detailed in Part VI of Attachment 1 – Requirements.

PART 4 - ATTACHMENTS

<u>ATTACHMENT</u> <u>NO.</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
1	REQUIREMENTS	1
2	VILLAGE POST OFFICE SUPPLIER BUSINESS PROPOSAL INFORMATION (INCLUDING WORKSHEET)	2

ATTACHMENT 1 - REQUIREMENTS

I. DESCRIPTION

The Village Post Office will report to the following:

Title

Installation Name

Street Address

City, State, ZIP+4

Telephone Number (include area code)

SPACE REQUIREMENTS: Floor space must equal a minimum of _____ square feet.

Wall space must equal a minimum of _____ square feet

Outside space must equal a minimum of _____ square feet.

AREA/LOCATION (identify general boundaries and attach map)

II. OPERATION & SERVICE DAYS AND HOURS:

The VPO will operate Monday through Friday from _____ a.m. to _____ p.m. and Saturday from _____ a.m. to _____ p.m. If the retail business is open to the public on Sundays and holidays, the VPO must operate on Sundays from _____ a.m. to _____ p.m. and holidays from _____ a.m. to _____ p.m. Any change to these hours after contract award must be agreed to, in writing, by both the supplier and the contracting officer's representative (COR). Copies of the change will be maintained by the supplier, COR, and the District Retail Office.

III. FOR SEASONAL CONTRACTS ONLY - OPERATIONAL DATES:

The Village Post Office (VPO) contract term will commence upon receipt of the Village Post Office notification from the VPO Coordinator that the supplier training and signage requirements have been completed and accepted by the Postal Service. The contract term will commence no sooner than _____ and is subject to confirmation by the Postal Service. If the Village Post Office is operated on a seasonal basis the opening date will be _____ and the closing date will be _____ each year of operation.

IV. SERVICES: The supplier must provide the following services:

A. STAMPS & PRODUCTS	B. DOMESTIC MAIL	C. INTERNATIONAL MAIL	D. SPECIAL SERVICES
Forever Stamps	Priority Flat Rate Boxes and Envelopes		

V. PROPERTY/EQUIPMENT/SUPPLIES:

The indicated provider will furnish each item of property, equipment, and supplies necessary to operate this Village Post Office (VPO). Neither party will provide the item if "N/A" is checked. The supplier must acknowledge in writing the receipt of all Postal provided equipment. The supplier will purchase the initial postage and will replenish stock as necessary to keep up with customer demand. **All subsequent postage replenishments must be ordered from the Kansas City Stamp Fulfillment Services (SFS) to ensure proper, complete and accurate accounting and visibility of the supplier's purchases.** Please see attached order form for details.

ITEM	PROVIDED BY		INSTALLED BY		MAINTAINED BY		N/A
	USPS	SUPPLIER	USPS	SUPPLIER	USPS	SUPPLIER	
EQUIPMENT							
Post Office Boxes Quantity: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rotary: _____							
CBU: _____							
SIGNS							
Exterior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Interior (Window Cling)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OTHER							
Collection Box	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 2

SUPPLIER BUSINESS PROPOSAL, INFORMATION AND WORKSHEET

The supplier is required to provide the information below. The information provided will be used to evaluate your proposal. **Failure to include any of the requested information may disqualify your proposal from consideration.** All information provided must be verifiable and the Postal Service may need to meet with the supplier and/or visit the proposed VPO facility to complete this evaluation. Any addendum to this attachment must be clearly marked as such and returned with your offer.

Supplier's Proposal to meet the USPS Requirement for a VPO Contract. The Postal Service's requirement is for a VPO location/facility which is convenient to our customers, in an attractive setting, and staffed and managed in a way that encourages customers to use it to obtain Postal Services. With these factors in mind, use the following to explain how the facility/location you propose are capable of satisfying these requirements. Your proposal should address each topic as listed below.

- 1. Past Performance.** Provide at least one (1) reference that will demonstrate/verify a history of satisfactory past performance. These references will be asked about your performance in the areas of quality, timeliness of performance, business relations and cost control.

1. Name	Title
Company	Phone
2. Name	Title
Company	Phone
3. Name	Title
Company	Phone

- 2. Capability.** The supplier must provide information that it is financially sound. In the space provided below, provide the name of your primary lending/banking institution, its phone number, and a point of contact.

Financial Institution –
Point of contact
Phone

- 3. Characteristics of your *Retail Facility*.**

Proposed VPO Name
Proposed VPO Physical Address
City, State Zip +4
Business email address

- 3a. Location.** Location of your facility, in terms of its relationship to the customers to be served, other businesses, etc.

3b. Current Business Volume. Provide verifiable information on current daily foot traffic, sales per square foot and other information indicative of business volume and the market served.

3c. Physical Characteristics. What features of your facility make it convenient and attractive to postal customers? Also, be sure to address accessibility to the handicapped (in terms of your facility and of the VPO within your facility) and if facility is not currently accessible, how it will be made accessible before service begins.

3d. Parking and Public Transportation. Describe the availability and extent of on-site and other public parking (including handicapped parking), whether customers pay a fee to use the proposed parking or it is free and the extent of availability of public transportation convenient to your location.

4. Characteristics of the Proposed VPO facility within your location. Discuss how your proposed VPO facility meets or exceeds the space requirements listed in Attachment 1 of the solicitation, as well as its other location and appearance requirements.

5. Staffing. Discuss plans for staffing and managing the VPO during regular business hours and the holiday season. Explain the relationship between VPO personnel to other personnel and the extent to which VPO staff will perform other duties within your business. Describe your plans or programs to deal with employee turnover and absenteeism with respect to the VPO.

PART 1 – VILLAGE POST OFFICE

1.1 VILLAGE POST OFFICE OPERATION

The supplier agrees to operate a Village Post Office (VPO) in a facility operated by the supplier, at a supplier-owned or leased site, under contract with the Postal Service to provide specified Postal Services and supplies to the public, according to the terms and conditions established herein. Days and hours of operation will be coordinated with the designated postal official listed in Attachment 1, who will serve as the Postal Service point of contact with the supplier. A copy of the notice of appointment defining this official's authority will be furnished to the supplier upon award of the contract. The contract will be for an indefinite term, subject to the termination provisions specified herein. The supplier agrees to provide the services set forth in Attachment 1, Requirements. The property required for the operation of this VPO is identified in Attachment 1.

The supplier agrees to operate a Village Post Office (VPO) under the terms and conditions established herein for an annual rate or flat fee of \$_____. (Supplier insert offer in the space provided).

1.2 ACKNOWLEDGMENT OF AMENDMENTS

The Postal Service reserves the right to make amendments to the solicitation. Supplier shall receive notice of any amendments and will be asked to acknowledge receipt of amendments.

PART 2 – SOLICITATION PROVISIONS

PROVISION 4-1 STANDARD SOLICITATION PROVISIONS

a. Submission of Offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in the solicitation.

At a minimum, offers must submit the following information:

Page 1, Item 10, individual or company name, dba, mailing address, city, state, zip and contact name.

Page 1, Item 11, physical address of VPO, telephone number, fax number and email address

***** DO NOT USE A POST OFFICE BOX ADDRESS FOR THE PHYSICAL ADDRESS *****

Page 1, Item 13a12a, Taxpayer identification number (TIN) or Social Security Number (SSN). The TIN is the supplier's tax identification number used on the U.S. Treasury Form 941, Employer's Quarterly Federal Tax Return.

Page 1, Item 12b, Parent Company's TIN (if applicable)

Page 1, Item 16b, Signature of Person Authorized to Sign, and Item 16c, Printed Name and Title of Person Authorized to Sign.

Provide all other information requested in Part 2 – Solicitation Provisions of this solicitation.

Provide all the information requested in Attachment 2 – VPO – Supplier Business Proposal and Information.

b. Business Disagreements. Business disagreements may be lodged with the Supplier Dispute Resolution Official (SDRO) if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at www.gpoaccess.gov/ecfr). The SDRO will consider the disagreement only if it is lodged in accordance with the time limits and procedures prescribed in 39 CFR Section 601. SDRO decisions are available for review at <http://www.usps.com>.

c. Late Offers. Offers or modifications to offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interest of the Postal Service.

d. Type of Contract. The Postal Service plans to award a Firm-Fixed Price (flat fee) contract, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

e. Contract Award. The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a technical and price (flat annual rate or fee) standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service, except other than the lowest offer, and/or waive informalities and minor irregularities in offers received.

PROVISION 4-2 EVALUATION

General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. Supplier specific factors shown under item one (1) below will be evaluated on a pass or fail basis. Offerors whose supplier-specific evaluation factors are found acceptable will have their proposal-specific factors evaluated. Proposal-specific factors shown under item two (2) below will be evaluated according to the criteria (performance evaluation factors), to include handicapped accessibility. Proposals which do not propose facilities that are handicapped accessible, or which do not demonstrate to the Postal Service's satisfaction how the facility will meet the applicable accessibility standards before service begins, will not be evaluated further. Failure to provide any of the information requested in Attachment 2 of this solicitation may disqualify your proposal from consideration. The performance evaluation factors (proposal-specific and supplier-specific factors), when combined, are considered to be ☐ more important, ☐ less important, ☐ as important as price. The following performance evaluation factors will be used in the evaluation of offers:

Supplier-Specific Factors – Pass or Fail Basis (See Attachment 2)

Past performance

Capability

Proposal-Specific Factors (See Attachment 2)

Characteristics of the Supplier's Retail Facility

Location

Current Business Volume

Physical Characteristics (including accessibility to the handicapped)

Parking and Public Transportation (including handicapped parking)

(b) Characteristics of the Proposed VPO Facility within the Supplier's Retail Facility

(c) Staffing

b. Notice of Award. The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

Provision 4-3 Representations and Certifications (MARCH 2006)

Type of Business Organization.

The offeror, by checking the applicable blocks, represents that it:

Operates as:

- ☐ a corporation incorporated under the laws of the state of _____;
- ☐ an individual;
- ☐ a partnership;
- ☐ a joint venture;
- ☐ a limited liability company;
- ☐ a nonprofit organization; or
- ☐ an educational institution; and

Is (check all that apply)

- ☐ a small business concern;
- ☐ a minority business (indicate minority below):
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American
 - ☐ Asian American:
- ☐ a woman-owned business; or
- ☐ none of the above entities.

Small Business Concern. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

Minority Business. A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchea (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)

Woman-owned Business. A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.

Educational or Other Nonprofit Organization. Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

Parent Company and Taxpayer Identification Number.

A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941. Offeror's TIN: _____

Check this block if the offeror is owned or controlled by a parent company: ☐

If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____

Parent Company's Main Office: _____

Address: _____

No. and Street: _____

City: _____ State: _____ Zip Code: _____

Parent Company's TIN: _____

If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent _____

Common Parent's TIN _____

Certificate of Independent Price Determination.

By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization:

The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing this proposal certifies that:

He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

d. Certification of Nonsegregated Facilities.

By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

(2) As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

Notice: A certification of non segregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

Certification Regarding Debarment, Proposed Debarment, and Other Matters
(This certification must be completed with respect to any offer with a value of \$100,000 or more.) (The Postal Service estimates that the total cost of this contract may exceed \$100,000 over the life of the contract. Therefore, offerors must complete, in its entirety, numbers 1 and 2 below.)

(1) The offeror certifies, to the best of its knowledge and belief, that it or any of its principals

Are ___ are not ___ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;

Have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;

Have ___ have not ___ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.

(2) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

(3) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

(4) The offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability. The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

(6) Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(7) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

(8) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the Contracting Officer may terminate the contract resulting from this solicitation for default.

f. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf>. If checked, the following provision(s) is

incorporated in this solicitation by reference:

- ☐ Provision 1-2, Domestic Source Certificate – Supplies (March 2006)
- ☐ Provision 1-3, Domestic Source Certificate – Construction Materials (March 2006)
- ☒ Provision 9-1, Equal Opportunity Affirmative Action Program (March 2006)
- ☐ Provision 9-2, Pre-award Equal Opportunity Compliance Review (March 2006)
- ☐ Provision 9-3, Notice of Requirements for Equal Opportunity Affirmative Action (March 2006)

2.4 CERTIFICATION OF STATUTORY COMPLIANCE

The supplier (check applicable box) certifies that the business location within which it proposes to operate the Village Post Office (VPO) ☐ is, or by the time service begins ☐ will be, in compliance with all applicable Federal, state, and municipal laws, codes and regulations. With respect to handicapped accessibility, offerors must propose facilities that are handicapped accessible, pursuant to the applicable standards, or must set forth plans demonstrating how a non-accessible facility will meet the applicable accessibility standards prior to the start of service. ..

Determination of Minimum or Non-Minimum Rate SUPPLIER (To be completed by supplier)

Is the offeror an individual, ☐ Yes, ☐ No? If "Yes," continue.

Will the offeror personally operate the VPO more than 50% of the time, ☐ Yes, ☐ No? If "Yes," continue.

Will the VPO be operated in a facility devoted exclusively to VPO service, ☐ Yes, ☐ No? If "No," continue.

Identify the other commercial activity to be conducted at the VPO site:

Will the VPO's revenues exceed the other commercial activity's revenues (VPO revenue is gross revenues received by the Village Post Office from its customers, less all credits, allowances and refunds allowed or granted to customers and less also the face or principal amount of all money orders issued by the VPO, and excluding amounts received from the supplier itself, or from persons or entities controlling, controlled by, or under common control with the supplier), ☐ Yes, ☐ No?

If questions a, b, and c are all "Yes", or questions a, b, and e are "Yes," this is a minimum rate offer to which the clause at 3.22 and the other minimum rate provisions of this solicitation apply.

PART 3 – CONTRACT CLAUSES

Clause 4-1 General Terms and Conditions

Assignment. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with: (1) the Postal Service; (2) the office, if any, designated to make the payment, and the Postal Service has acknowledged the assignment in writing; (3) the surety or sureties upon any bond and (4) assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

Changes

The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:

Statement of work or description of services;

Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.

If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.

The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon – but not after final payment under this contract – if the contracting officer decides that the facts justify such action.

Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see Clause 4.2.a.1). Nothing in that clause excuses the supplier from proceeding with the contract as changed.

c. **Patent Indemnity.** The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.

d. **Payment.** The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. All payments will be made using Electronics Funds Transfer (EFT) to the supplier's servicing financial institution. Payment is made automatically, in arrears, by the St. Louis Accounting Service Center in twelve (12) equal monthly installments. Seasonal contracts will be paid in arrears, for each full month or partial month of service. Public Service Contracts are paid once annually, in arrears, after the contract anniversary date or on the contract termination date. Payment will be made within thirty (30) days after the end of the performance period.

e. **Taxes.** The Postal Service will not withhold any Social Security, Federal, State or local taxes from any payments made under this contract. The Postal Service bears no responsibility for making the supplier's required payment of these taxes.

f. **Other Compliance Requirements.** The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

g. **Order of Precedence.** Any inconsistencies in this contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws unique to the Postal Service Contracts paragraphs of this clause; (3) the

clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this contract, including any license agreements for computer software; (5) other paragraphs of this clause; (6) other documents, exhibits, and attachments, and (8) the specifications.

h. Shipping. The supplier must deliver goods that meet the prescribed physical limitations of the current USPS Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.

i. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf>.

The following clauses are incorporated in this contract by reference:

B-1, Definitions (March 2006) ;(2) B-15, Notice of Delay (March 2006); (3) B-16, Suspensions and Delays (March 2006)

(4) B-19, Excusable Delays (March 2006); (5) B-30, Permits and Responsibilities (March 2006)

Clause 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Incorporation by Reference

Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf>. The following clauses are incorporated in this contract by reference:

(1) Clause 1-5, Gratuities or Gifts (March 2006)

(2) Clause B-9, Claims and Disputes (March 2006)

(3) Clause B-25, Advertising of Contract Awards (March 2006)

(4) Clause 9-1, Convict Labor (March 2006)

(5) Clause 9-5, Contract Work Hours and Safety Standards Act — Safety Standards (March 2006)

If checked, the following additional clauses are also incorporated in this contract by reference:

(1) ☒ Clause 1-1, Privacy Protection (July 2007) (1.6.6)

(2) ☐ Clause 1-6, Contingent Fees (March 2006)

(3) ☐ Clause 1-9, Preference for Domestic Supplies (March 2006)

(4) ☐ Clause 1-10, Preference for Domestic Construction Materials (March 2006)

(5) ☐ Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

(6) ☒ Clause 3-2, Participation of Small, Minority, and Woman-owned Businesses (March 2006)

(7) ☐ Clause 9-2, Contract Work Hours and Safety Standards Act — Overtime Compensation (March 2006)

(8) ☐ Clause 9-3, Davis-Bacon Act (March 2006)

(9) ☐ Clause 9-6, Walsh-Healey Public Contracts Act (March 2006)

(10) ☒ Clause 9-7, Equal Opportunity (March 2006)

(11) ☐ Clause 9-10, Service Contract Act (March 2006)

(12) ☐ Clause 9-11, Service Contract Act – Short Form (March 2006)

(13) ☐ Clause 9-12, Fair Labor Standards Acts and Services Contract Act — Price Adjustments (February 2010)

(14) ☒ Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)

(15) ☒ Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (February 2010)

Examination of Records.

Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.

Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:

- (a) The proposal for the contract, subcontract, or modification;
- (b) The discussions conducted on the proposal(s), including those related to negotiating;
- (c) Pricing of the contract, subcontract, or modification; or
- (d) Performance of the contract, subcontract or modification.

c. Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:

(1) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

d. Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

(1) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and

(2) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.

(3) Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part to for the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at 1/800-304-3107.

3.3 CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (March 2006)

The contracting officer will appoint a contracting officer's representative (COR), responsible for the day-to-day administration of the contract, who will serve as the Postal Service point of contact with the supplier on all routine matters. A copy of the notice of appointment defining the COR's authority will be furnished to the supplier upon award of contract.

COR will provide the supplier with the Domestic Mail Manual (DMM), International Mail Manual (IMM), Pub 52 Hazardous, Restricted, and Perishable Mail, Zip Code Directory, etc.. Supplier will also be provided training in Transportation Security and HAZMAT safety concerns. (See attached COR Appointment Letter for further information)

3.4 APPEARANCE, LOCATION AND SECURITY

The VPO area, as well as the interior and exterior of the supplier's premises, must be kept clean, neat, uncluttered and in good repair. Windows must be clean and unobstructed. Facility identification and logo will be appropriately placed, visible and in good condition. Lighting must be adequate and properly maintained. Counters must be attractively organized to facilitate customer transactions. Signs (Hours of Operation and Collection Times, etc.) and

promotional displays must be current and appropriate for the season. Trash receptacles must be available and clean. The VPO must not be located in or directly connected to a room where intoxicating beverages are sold for consumption on the premises. When the VPO is closed or unattended, the round dater, mail and all other accountable postal equipment must be kept in a secure location.

3.5 VILLAGE POST OFFICE IDENTITY

The VPO shall be known as the UNITED STATES VILLAGE POST OFFICE.

Subject to the terms of this contract, USPS grants to the supplier a non-exclusive, non-transferable and terminable license to use USPS Trademarks, including the marks Post Office, Village Post Office, United States Post Office, Postal Service, United States Postal Service, United States Post Office Contract Unit and the Eagle Logo on the signs provided to the supplier by the Postal Service and in any USPS -approved advertising in the manner specified by USPS.

The Postal Service, at its own expense, will provide all exterior and interior signage for the purpose of identifying the location as a VPO. The supplier, at its own expense, is responsible for obtaining needed permits (if any) and installing the signs in mutually agreed upon locations on the exterior and interior of the VPO location. The signs must be maintained in good repair, at supplier expense, for the duration of the contract. The signs may not be modified or moved without the prior written approval of the contracting officer. Upon termination of the contract, the supplier, at its own expense, is responsible for removing the signs, disposing of them as directed by the contracting officer, and restoring the location to its original condition.

Except as specified in this paragraph, the supplier is not authorized to include the name, POST OFFICE, in its corporate name, trade name or business name. The supplier is not authorized to use any USPS trademarks or logos, including the mark Post Office or Postal Service or any other USPS trademarks, in any other manner without the prior approval of the Postal Service.

The supplier acknowledges that USPS Trademarks, including but not limited to the marks Post Office, United States Post Office, Postal Service, Village Post Office, United States Postal Service and the Eagle Logo are trademarks owned solely and exclusively by USPS and agrees to use USPS trademarks only in the form and manner (with appropriate legends) prescribed by USPS. The supplier agrees not to use any other trademark or service mark in connection with any USPS Trademarks without prior written approval of USPS. The supplier agrees to mark all advertising and other uses of USPS Trademarks with a legend indicating that USPS Trademarks are the property of USPS and that they are being used under license from USPS, together with any other legends

3.6 LIABILITY

The supplier assumes the risk of, and will be responsible for, any loss of or damage to Postal Service moneys and property, except when the supplier can show that (1) the supplier complied with all of the security requirements contained in this contract and the losses occurred despite that compliance; and (2) that the losses did not result from the acts or omissions of the supplier or its personnel.

3.7 TRAINING

Customer service, product knowledge and equipment training modules are required and will be provided to the supplier's personnel by the Postal Service. Prior to or within 30 days of beginning work, supplier personnel who will be providing VPO services will receive up to two (2) hours of UPSP-provided training. The Postal Service will provide the supplier a training schedule no later than 15 days prior to the Operation Date (See Attachment 1 - Requirements). The supplier must notify the COR within one (1) business day whenever a person is retained to work in the VPO or provide services related thereto, requesting that initial training be provided to that person. In addition, the Postal Service may require the supplier's personnel to complete four (4) hours of training per year in each year subsequent to the year of their initial training. The supplier will be solely responsible for salary and benefits of its personnel who attend the required training. If approved by the Contracting Officer, the required training may be provided by the supplier's USPS certified trainer.

3.8 ADVERTISING

Upon commencement of Village Post Office operations, the Postal Service may provide initial advertising to market the Village Post Office, at no cost to the supplier, as well as appropriate camera-ready USPS logo art work for use in advertising initiated and paid for by the supplier. Any supplier sponsored VPO advertising which incorporates the

USPS logo must be furnished to the Postal Service for its review and written approval at least 30 days before its publication deadline. The USPS logo is a Postal Service trademark and cannot be altered.

3.9 NEW SERVICES, PRODUCTS AND TECHNOLOGY

During the term of this contract, the contracting officer may, in accordance with the Changes clause, add or remove postal services to be provided under this contract. In the event new services are ordered, the Postal Service, at its own expense, will provide the supplier with additional training and, if necessary, the equipment or technology needed to provide the new service.

3.10 TRANSPORTATION SECURITY

Transportation security policy covers all mail. The VPO supplier must ensure that all employees are aware of all current Postal Service transportation mail security requirements, procedures and instructions. Compliance with these instructions is mandatory. The Transportation Security Anonymous Mail Standard Operating Procedures are restricted information and must not be provided to or discussed with persons other than USPS, US Postal Inspection Service, or VPO employees or authorized contractors.

3.11 PERFORMANCE REVIEWS

a. Contract performance reviews may be held periodically to promote continuous quality improvement and improve the business relationship. All aspects of contract performance will be discussed during these reviews.

b. Any changes to this contract as a result of the performance review will be incorporated by a bilateral modification or a bilateral written agreement between the COR and the supplier.

3.12 INSPECTION OF VILLAGE POST OFFICE

The Postal Service reserves the right, without prior notice, to conduct audits and customer surveys and to review and inspect the supplier's performance and the quality of service at any time during the operating hours of the Village Post Office. A written report will be submitted to the supplier for corrective action, if necessary.

3.13 CHANGES IN SUPPLIER'S LEASE AND/OR BUSINESS OPERATIONS

If the supplier is leasing this space, the supplier certifies that the supplier's lease authorizes the supplier to perform alterations to the premises and that services to be performed under the contract do not violate the supplier's lease contract. In addition, the supplier must notify the Postal Service, in writing of the following, within the time frames shown below:

a. Within five (5) days after notification from the owner of the leased building in which the Village Post Office is located of the owner's intent to cancel the lease or not to renew the lease. The contracting officer may terminate the contract if the supplier cannot relocate to a location that serves the needs of the Postal Service, as determined in the Postal Service's sole discretion.

b. At least one hundred twenty (120) days before the supplier closes, sells, or relocates a business it operates in conjunction with the Village Post Office.

3.14 TRANSFER OF CONTRACT

a. The supplier may not transfer (assign to another party) this contract, any interest in it, or any claims based on it -- except under the circumstances described in b. below. If the supplier does so, the Postal Service may, at any time after notifying the supplier in writing, terminate the contract and use any other rights and remedies it has by law.

b. Exceptions

(1) The Postal Service may permit a novation at its sole discretion if all of the supplier's assets, or all those involved in fulfilling the contract, are transferred.

(2) Payments owed the supplier may be transferred to a bank, trust company or other financial institution, including any Federal lending agency, if all amounts payable are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties who are involved in the financing).

c. For any transfer to be valid, the supplier must give the Postal Service written notice with the transfer paper attached and obtain approval from the Postal Service in writing. Copies of the notice and attachments must be filed with: the Postal Service; the surety or sureties on any Village Post Office bond and the Postal Service, if any that has been designated to make payment.

3.15 MINIMUM RATE

Minimum rate suppliers must receive not less than the prevailing Federal minimum wage for work performed. The annual price proposed by a minimum rate offer must, when divided by the annual operating hours, provide the supplier at least the prevailing Federal minimum wage. If it does not, the offer may be rejected.

REQUEST FOR PRICE ADJUSTMENT

a. After the supplier has had the contract for at least two full years, and thereafter, two years since the last price increase was effective, the supplier may request an increase in the contract's annual price. The written request must provide a detailed explanation, with supporting documentation, to justify the increase based on either or both of the following reasons:

(1) Direct cost increases for rent, utilities, taxes and labor. (If the VPO is operated in conjunction with another business, the increased costs must be prorated and only those costs associated with the operation of the VPO will be considered.)

(2) Increased benefit to the Postal Service. The benefit may derive from increased real revenue (not from fee or rate increases), increased transactions, or other improvements (must be specific).

b. The request must be submitted to the contracting officer's representative (COR) for submission to the contracting officer.

c. The contracting officer may accept the request, deny the request, or negotiate with the supplier to reach agreement on a new annual price. If the request is denied or no agreement is reached, the supplier may continue at the same annual price or the contract may be terminated by either party in accordance with Termination on Notice clause. If the request is accepted or agreement is reached on another amount, the supplier must waive its right to terminate the contract on notice for one year beginning from the effective date of the new price.

3.17 CONTRACTS BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES (VILLAGE POST OFFICE)

a. Generally, the Postal Service does not enter into contracts with its employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Immediate family" means spouse, minor child or children, and individuals related to the employee by blood who are residents of the employee's household. Postal Service employees and their immediate family may not be involved in the administrations or operations of a Village Post Office (VPO).

b. All supplier personnel assigned to the Village Post Office must be professionally attired and wear name tags. All personnel must project a professional image of the Postal Service at all times while operating the VPO.

c. The contracting officer may require removal of an employee from the VPO operations if, in the opinion of the Postal Service the employee cannot do the work or fails to comply with applicable standards of conduct.

3.18 TERMINATION ON NOTICE

This contract may be terminated by either party upon thirty (30) days' written notice. In the event of such termination, neither party will be liable for any costs, except for payment in accordance with the payment provisions of the contract for actual services rendered prior to the effective date of the termination. When required to protect the Postal Service's interests, the contracting officer may terminate the contract upon one day's written notice.

3.19 CLAUSE B-39: INDEMNIFICATION (MARCH 2006)

The supplier must save harmless and indemnify the Postal Service and its officers agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.

3.20 POSTAL SERVICE PROPERTY

Upon delivery to the supplier of Postal Service property, the supplier assumes the risk and responsibility for its loss or damage. The supplier shall assume all responsibility and liability for all Postal Service furnished property. USPS and supplier will be responsible for property maintenance as detailed in Part VI of Attachment 1 --Requirements.

b. Upon the completion or sooner termination of this contract, the supplier must prepare for return Postal Service property not consumed in performing this contract or previously delivered to the Postal Service, as directed or authorized by the contracting officer. The COR or USPS Retail Specialist will coordinate the return of said property, as described in paragraphs "c" and "d" below.

c. If the VPO offers Post Office box service, the COR will coordinate the pickup of the Post Office boxes with the Supplier.

d. The VPO coordinates return of all displays and signage with the COR (including the round date stamp) and any other items listed and detailed in Part VI of Attachment 1 – Requirements.

PART 4 - ATTACHMENTS

ATTACHMENT NO.	TITLE	NO. OF PAGES
1	REQUIREMENTS	1
2	VILLAGE POST OFFICE SUPPLIER BUSINESS PROPOSAL INFORMATION (INCLUDING WORKSHEET)	2

ITEM	PROVIDED BY		INSTALLED BY		MAINTAINED BY	
	USPS	SUPPLIER	USPS	SUPPLIER	USPS	SUPPLIER
Collection Box	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 2

SUPPLIER BUSINESS PROPOSAL, INFORMATION AND WORKSHEET

The supplier is required to provide the information below. The information provided will be used to evaluate your proposal. Failure to include any of the requested information may disqualify your proposal from consideration. All information provided must be verifiable and the Postal Service may need to meet with the supplier and/or visit the proposed VPO facility to complete this evaluation. Any addendum to this attachment must be clearly marked as such and returned with your offer.

Supplier's Proposal to meet the USPS Requirement for a VPO Contract. The Postal Service's requirement is for a VPO location/facility which is convenient to our customers, in an attractive setting, and staffed and managed in a way that encourages customers to use it to obtain Postal Services. With these factors in mind, use the following to explain how the facility/location you propose is capable of satisfying these requirements. Your proposal should address each topic as listed below.

1. Past Performance. Provide at least one (1) reference that will demonstrate/verify a history of satisfactory past performance. These references will be asked about your performance in the areas of quality, timeliness of performance, business relations and cost control.

1. Name	Title
Company	Phone
2. Name	Title
Company	Phone
3. Name	Title
Company	Phone

2. Capability. The supplier must provide information that it is financially sound. In the space provided below, provide the name of your primary lending/banking institution, its phone number, and a point of contact.

Financial Institution –
Point of contact
Phone

3. Characteristics of your Retail Facility.

Proposed VPO Name
Proposed VPO Physical Address
City, State Zip +4
Business email address

3a. Location. Location of your facility, in terms of its relationship to the customers to be served, other businesses, etc.

3b. Current Business Volume. Provide verifiable information on current daily foot traffic, sales per square foot and other information indicative of business volume and the market served.

3c. Physical Characteristics. What features of your facility make it convenient and attractive to postal customers? Also, be sure to address accessibility to the handicapped (in terms of your facility and of the VPO within your facility) and if facility is not currently accessible, how it will be made accessible before service begins.

3d. Parking and Public Transportation. Describe the availability and extent of on-site and other public parking (including handicapped parking), whether customers pay a fee to use the proposed parking or it is free and the extent of availability of public transportation convenient to your location.

4. Characteristics of the Proposed VPO facility within your location. Discuss how your proposed VPO facility meets or exceeds the space requirements listed in Attachment 1 of the solicitation, as well as its other location and appearance requirements.

5. Staffing. Discuss plans for staffing and managing the VPO during regular business hours and the holiday season. Explain the relationship between VPO personnel to other personnel and the extent to which VPO staff will perform other duties within your business. Describe your plans or programs to deal with employee turnover and absenteeism with respect to the VPO.
